

**Fourth Intergovernmental Agreement
Between
The City of Chicago, Acting Through Its
Department of Administrative Hearings,
And
The Chicago Housing Authority**

THIS FOURTH INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into as of the 1st day of April, 2019 (the "Effective Date") by and between THE CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government under Article VII, Section 6 (a) of the 1970 Constitution of the State of Illinois, acting through its Department of Administrative Hearings (hereinafter referred to as the "City") and THE CHICAGO HOUSING AUTHORITY, an Illinois municipal corporation organized and existing pursuant to 310 ILCS 10/1 et seq. of the Illinois Compiled Statutes (hereinafter referred to as "CHA").

RECITALS

WHEREAS, the CHA is engaged in the development and operation of safe, decent, and sanitary housing throughout the City of Chicago for low-income families in accordance with the United States Housing Act of 1937, 42 U.S.C. 1437 et seq. regulations promulgated by the United States Department of Housing and Urban Development ("HUD") and the Housing Authorities Act, 310 ILCS 10/1 et seq., as amended from time to time, and all other applicable laws, regulations and ordinances; and

WHEREAS, the CHA desires to continue to utilize the City's administrative hearing process and hearing officers to hear and rule upon grievances brought by CHA residents living in CHA federally subsidized housing, brought by CHA residents temporarily relocating to a Section 8 unit as described in the CHA Leaseholder Housing Choice and Relocation Rights Contract ("CHA RRC"), Section 11b(2), and in certain situations, brought by CHA residents at Mixed Finance Properties, which affect the residents' rights, duties, welfare or status with their lease in accordance with the CHA's Resident Grievance Procedure attached hereto as Exhibit 1 and incorporated by reference as if fully set forth herein; and

WHEREAS, the City has a formal administrative hearing process and maintains a group of private independent hearing officers to adjudicate claims in accordance with the administrative hearing process set forth in Chapter 2-14 of the Chicago Municipal Code; and

WHEREAS, the HUD Procurement Manual, (7460.8), Section 4-42(c) provides that if the services required by a housing authority are to be provided by a state or local government and are part of the normal duties and responsibilities of the government's staff, it is permissible for the housing authority to share the services and cost of the staff under an intergovernmental agreement; and

WHEREAS, the City has represented that it is ready, willing and able to provide hearing officers to adjudicate grievances brought by residents in accordance with the CHA's Resident Grievance Procedure; and

WHEREAS, the CHA and the City desire to enter into this Agreement to provide greater efficiency and independence in the provision of administrative hearings for the residents; and

WHEREAS, the CHA and the City have authority to enter into this intergovernmental agreement pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

NOW, THEREFORE, in consideration of the recitals set forth above, and the mutual covenants, terms, conditions, privileges and obligations herein set forth hereunder, and intending to be legally bound thereby, City and the CHA mutually agree as follows:

1. Incorporation of Recitals. The recitals set forth above are incorporated by reference as if fully set forth herein.

2. Provision of Services. The City's Department of Administrative Hearings ("Department") shall provide administrative hearing officers to adjudicate CHA grievances in accordance with the CHA's Resident Grievance Procedure, as periodically amended by the CHA, and as set forth in Statement of Work set forth immediately below (the "Services"):

3. Statement of Work

A. City's Duties and Responsibilities:

- i. **Amendment of Municipal Code**: The City has amended Chapter 2-14 of the Chicago Municipal Code to allow its administrative hearing officers ("Hearing Officers") to hear and adjudicate grievances brought pursuant to the CHA Resident Grievance Procedure.
- ii. **Administrative Hearing Officers**: The CHA and its Central Advisory Council shall jointly agree upon a number of Hearing Officers under contract with the Department to adjudicate CHA grievances. For each grievance hearing request sent by the CHA's Office of the General Counsel, the Department will assign one of the approved Hearing Officers to adjudicate the grievance. Grievance hearings shall be conducted in accordance with the CHA Resident Grievance Procedure, and Chapter 2-14 of the Chicago Municipal Code and Department's Procedural Rules and Regulations, to the extent such rules and regulations are applicable and not inconsistent with the CHA Resident Grievance Procedure.
- iii. **Use of Facilities**: The Department will conduct grievance hearings at its facilities at 400 West Superior Street, and 2006 East 95th Street.
- iv. **Scheduling the Hearing Date**: The Department shall schedule the initial hearing to be held within thirty (30) calendar days of the Department's receipt of the Grievance Petition and the Formal Hearing Request Form – GP4, which will be forwarded from the CHA's Office of the General Counsel. The General Counsel shall also forward the Resident's Grievance Hearing Proceedings Form – GP3, which includes the written decision of the resident's informal hearing to the Department.
- v. **Sending the Hearing Notice to All Parties**: The Department shall send a written notification to the resident at his/her address, to the CHA c/o the Office of the General Counsel, and directly to the relevant property management firm. The written notification shall include the date, time, and location of the hearing, as well as the consequences of failing to appear at the hearing. This notice shall be sent

- via first class mail or by personal service no later than seven (7) calendar days before the formal hearing date.
- vi. **Conducting the Hearing:** Hearings shall be conducted by the Hearing Officers at the Department's facilities, listed above, in accordance with the CHA's Resident Grievance Procedure, which may be periodically amended by the CHA, and in accordance with Chapter 2-14 of the Municipal Code and the Department's Procedural Rules and Regulations, to the extent the latter are not inconsistent with the CHA procedure.
 - vii. **Taking and Maintaining a Record of Proceedings:** The Department shall be responsible for making a record of the hearing in accordance with the Department's Procedural Rules and Regulations. Copies of public records and public case files, including audio recordings, may be requested through the Freedom of Information Act. Except as set forth in paragraph 6.B.iii., written hearing transcripts of the audio recordings shall be arranged and paid for by the requesting party. This record shall include documents submitted by the parties, as well as a copy of the Hearing Officer's findings and written decision. The Department shall retain the record for at least six (6) months from the date of the hearing.
 - viii. **Providing Reasonable Accommodations:** When necessary, the Department shall provide reasonable accommodations to persons with disabilities. This may include holding hearings in an accessible location, providing all materials and notices in an accessible format and, if necessary, providing qualified sign language interpreters, readers, or attendants. The cost of any reasonable accommodation, other than provision of an accessible location, shall be borne by the CHA.
 - ix. **Completing and Delivering a Written Decision:** The Hearing Officer shall prepare a written decision for the hearing. The hearing result shall be sent via first class mail or by personal service to the grievant, or his or her representative, the CHA, and the property management firm within five (5) business days of the hearing, unless the Hearing Officer determines that additional time is necessary due to the complexity of the case. If more time is required for the formal decision, the Hearing Officer shall notify the parties of the revised timeline within five (5) business days of the hearing.
 - x. **Grievant's Failure to Appear:** If a Hearing Officer finds a grievant in default, the Department shall serve a copy of the order of default upon the grievant by first class mail or by personal service. The resident shall have twenty-one (21) days from the date of the default is entered to petition the Hearing Officer to set aside the order of default upon a showing of good cause for the grievant's failure to appear.
 - xi. **Reporting:** The Department will report the number of grievance hearings requested, scheduled and held on a quarterly basis to the CHA's Office of the General Counsel.
 - xii. The City shall at all times use its best efforts to assure quality, timeliness and efficiency in rendering and completing the Services.

4. CHA's Duties and Responsibilities:

A. **Training:** The CHA will train the Department's Hearing Officers on the CHA's Resident Grievance Procedure and as required for any amendments thereto. It shall be the duty of the CHA to inform the Department of any amendments to the Resident Grievance Procedure. The CHA shall conduct, at the CHA's sole expense, a formal training program that shall include initial and periodic training for Hearing Officers. Training shall be conducted at times and places to be mutually agreed upon by the City and the CHA. Prior to conducting any initial or periodic training, the CHA agrees to submit to the Department, for the Director's review and approval, a list of all training personnel/speakers, and copies of all training curricula and written training documents. Training shall include, among other matters, instruction on the CHA's Resident Grievance Procedure, orientation to each subject area that Hearing Officers will adjudicate, and participation in hypothetical grievance hearings.

Subject to the Director's review and approval, the CHA agrees to provide (and to seasonably update) the Department and each Hearing Officer with a "bench book" containing, among other matters, a description of the CHA's organization, common grievance issues, and copies of standard lease and relocation documents, and copies of relevant CHA/HUD regulations, policies and procedures.

The CHA further agrees to assist the Department on a case-by-case basis to answer, among other matters, questions concerning the CHA/HUD regulations, policies and procedures.

- B. **Notice:** The CHA will promptly provide notice of requested hearings to the Department.
- C. **Payment:** The CHA will make payments to the City based upon invoices submitted to the CHA pursuant to this Agreement.

5. Term of Agreement/Extension Option. This Agreement shall commence on the Effective Date (April 1, 2019) and shall continue through on March 31, 2022. Upon mutual agreement of the CHA and the City, the Agreement may be extended for one (1) additional two (2) year term, thereafter under the same terms and conditions as this original Agreement.

6. Compensation and Payment.

A. **Compensation.** The total amount of compensation payable under this Agreement for Services provided by the City, shall be an amount not-to-exceed \$75,000 (the "Maximum Amount"). All reimbursables for performance of the Services under this Agreement are included in the amount of compensation set forth in this paragraph. The Services shall be suspended when funds appropriated for payment under this Agreement have been exhausted.

B. **Basis of Compensation.** The CHA shall compensate the City as follows:

i. **Case Initiation Fee.**

The CHA shall pay the City a case initiation fee of \$75.00 for each Formal Hearing Request received by the City. The case initiation fee shall include

and compensate the City for:

- a. File preparation and docketing.
- b. Data entry.
- c. Processing discovery and freedom of information requests for files, tapes and other documents.
- d. Costs associated with recording hearings and maintaining the record.
- e. Messenger costs.
- f. Processing Motions to Set Aside.
- g. Scheduling hearings; notice costs including postage; processing and mailing default orders.
- h. Processing Hearing Officer payments, along with special billing requirements pursuant to the Agreement.
- i. Costs of preparing form orders, notices, default instructions and other documents.

ii. **Hearing Officer Fees.**

The CHA shall reimburse and compensate the City at the prevailing rate for all time expended by Hearing Officers to adjudicate CHA grievances including, but not limited to, attending initial and periodic CHA training, preparing for hearings, conducting hearings, motion hearings, and rendering written decisions.

iii. **Other Out-of-Pocket Expenses.**

In addition to and not in limitation of the other provisions of the Agreement, the CHA agrees to pay the City's out-of-pocket expenses incurred in connection with the City's provision of Services under the Agreement. Out-of-pocket expenses shall include, among other expenses, court reporter fees incurred by the City to prepare written hearing transcripts when the resident, the CHA, or the management company seeks judicial review of the Hearing Officer's decision. Such transcript costs must be reasonable and commensurate with standard competitive court reporter fees/rates and need not be pre-approved by the CHA. Other out-of-pocket nominal expenses need not be pre-approved by CHA, but expenses that are not nominal must be pre-approved by the CHA.

C. **Invoices and Payment.**

- i. **Invoices.** The City shall submit invoices to the CHA's Office of the General Counsel on a quarterly basis.
- ii. **Payments.** The CHA agrees to promptly pay, but not later than 45 days, all proper and reasonable invoices submitted by the City for Services rendered under this Agreement. Payments shall be made directly to the City of Chicago, Department of Finance, and shall provide a written confirmation of each CHA payment to the Comptroller.

7. **Non-Appropriation.** Funding for this Agreement is subject to 1) availability of Federal funds from HUD, and 2) the approval of funding by CHA's Board of Commissioners. In the

event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the CHA for payments to be made under this Agreement, then the CHA shall promptly notify the City of such occurrence and the Services shall be suspended on the earlier of the last day of the fiscal period for which sufficient appropriation was made or when the funds appropriated for payment under this Agreement are exhausted. No payments shall be made or due to the City under this Agreement beyond those amounts appropriated and budgeted by the CHA to fund payments hereunder.

8. Indemnification.

- A. The City agrees, except to the extent liability of a municipal corporation, as such, is precluded by the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq. or the Common Law of the State of Illinois, to defend, indemnify and hold the CHA, its officers, agents and employees completely harmless from and against any and all suits, claims, grievances, damages, costs, expenses, judgments and/or liabilities, including costs of defense and reasonable attorneys' fees arising out of or relating to any and all claims, liens, demands, obligations, actions, suits, judgments or settlements, proceedings or causes of action of every kind, nature and character (collectively "Claims") arising from the City's control, operation, use and maintenance of the facilities described in subsection 3.iii., "Use of Facilities," in connection with the Services, except to the extent caused by the negligence, acts or omissions of the CHA, its agents or employees. Upon notice from the CHA of any claim, and consistent with the exceptions noted above, the City shall timely appear and defend all suits and claims and shall pay all costs and expenses incidental thereto, but the CHA shall have the right at its option and at its own expense, to participate in the defense of any suit, without relieving the City of any of its obligations hereunder.
- B. The CHA agrees to defend, indemnify and hold harmless the City, its officers, agents and employees against any Claims challenging the constitutionality or adequacy of the CHA's Resident Grievance Procedure or involving any claims arising from appeals of Hearing Officer adjudications pursuant to the Illinois Administrative Review Act. Upon notice from the City of any Claim consistent with the above, the CHA shall timely appear and defend all suits and claims and shall pay all costs and expenses incidental thereto, but the City shall have the right at its option and at its own expense, to participate in the defense of any suit, without relieving the CHA of any of its obligations hereunder.

9. Record-keeping Requirements. The City shall maintain all books, records, and documents necessary to its performance of this Agreement and shall adopt a system of accounting in accordance with generally accepted accounting principles and practice to properly reflect all cost of whatever nature claimed to have been incurred or anticipated to be incurred in connection with the City's performance under this Agreement. In addition, the City shall keep such books, records and documents in a safe place and make them available for examination by the CHA or a third party designated by the CHA, upon reasonable notice to the City of such an examination for a period of three (3) years after the expiration of the Agreement.

10. Termination. Either party may terminate this Agreement upon providing thirty (30) days written notice to the other party in accordance with the provisions of paragraph 22 below.

11. Default. The following shall constitute an event of default ("Event of Default") hereunder:

- A. The violation or breach by the CHA of any law, statute, rule or regulation of a governmental or administrative entity relating to its performance under this Agreement, or the violation or breach by the City of any law, statute, rule or regulation of a governmental or administrative entity relative to its performance under this Agreement;
- B. The transfer or assignment by CHA of its rights and obligations hereunder without the prior written consent of the City, or the transfer or assignment by the City of its rights and obligations hereunder without the prior written consent or CHA;
- C. Any misrepresentation by the CHA of any material fact, or any misrepresentation by the City of any material fact;
- D. A material breach by the City or the CHA of any other provision of this Agreement including, but not limited to, a failure to perform services according to the time requirements and conditions set forth herein, a failure to meet any deadline for the submission of reports, proposals and other documents required by any provision of this Agreement and the continuance of this failure for sixty (60) days after notice; or
- E. There is a cessation or deterioration of Services for a period that, in the reasonable judgment of the CHA, materially and adversely affects the operation of the public services required to be performed by the City and such cessation or deterioration of services is not cured within fifteen (15) days after the CHA gives notice to the City.

This Agreement may be terminated by the non-defaulting party, if an Event of Default occurs. If no cure period is stated for any of the items listed under this Section, the cure period shall be three (3) days after the defaulting party receives notice from the non-defaulting party.

12. Independent Contractor. The City shall perform under this Agreement as an independent contractor to the CHA and not as a representative, employee, agent, or partner of the CHA.

13. Amendment. This Agreement may not be altered, amended, changed or modified in any respect without the written consent of both the City and the CHA

14. Assignment. Neither party may assign its right or obligations under this Agreement without the prior written consent of the other party, which consent shall be in the other party's sole discretion. This Agreement shall inure to the benefit of and be binding upon the City, the CHA and the respective successors and permitted assigns.

15. No Third Party Beneficiary. This Agreement is for sole and exclusive benefit of the CHA and the City and their respective successors and permitted assigns. No other person or entity is an intended third party beneficiary of this Agreement or shall have the right to enforce any of the provisions of this Agreement. Nothing contained in this Agreement may be construed

to create or imply any partnership, joint venture or other association between the City and the CHA.

16. Headings. The section headings contained herein are for convenience only and are not intended to limit, expand or modify the provisions of such sections.

17. Non-Liability of Public Officials. No official, employee or elected or appointed representative or the CHA or the City may be held personally liable for any breach of any provision of this Agreement or any damage, loss or injury arising out of the performance of this Agreement.

18. Compliance with All Laws/Governmental Orders

- A. The City and the CHA shall at all times observe and comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, now existing or hereinafter in effect, which may in any manner affect the performance of this Agreement including, but not limited to, the Uniform Administrative Requirements contained in 24 C.F.R. Section 85.1 *et seq.*, (1993), as amended; Title VI of the Civil Rights Act of 1967 (42 U.S.C. 2000d *et seq.*); Fair Housing Act (42 U.S.C. 3601-20 *et seq.*); Executive Order 11063, as amended by Executive Order 12259; Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*); Rehabilitation Act of 1973 (29 U.S.C. 794); Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5); Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*); National Environmental Policy Act of 1969 (24 CFR Part 58) ; Clean Air Act (42 U.S. C. 7401 *et seq.*) Federal Water Pollution Control Act (33 U.S. C. 1251 *et seq.*), as amended; Flood Disaster Protection Act of 1973 (42 U.S.C. 4106); Uniform Relocation Assistance and Real Property Development Acquisition Policies Act of 1970 (42 U.S.C. 4601); Executive Order 11246, as amended by Executive Orders 12086 and 11375; Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831(b)); Executive Order 12372; Copeland "Anti-Kickback" Act (18 U.S.C. §874 and 40 U.S.C. §276); Byrd ".Anti-Lobbying" Amendment (31 U.S.C. §1352) ; Drug Free Workplace Act of 1968 (41 U.S.C. 701 *et seq.*); and Debarment and Suspension (Executive Orders 12549 and 12689) Additionally, CDHS shall comply with the applicable provisions of OMB Circulars A-133, A-102, A-122, A-110 and A-87, as amended, succeeded or revised.. Provision(s) required by law, ordinances, rules, regulations, or executive orders to be inserted shall be deemed inserted whether or not they appear in this Agreement or, upon application by either party, this Agreement shall forthwith be amended to literally make such insertion. However, in no event shall the failure to insert such provisions prevent the enforcement of this Agreement.
- B. The City and the CHA shall take such actions as may be necessary to comply promptly with any and all governmental orders imposed by any duly constituted government authority whether imposed by Federal, state, county or municipal authority.

19. Counterpart Execution. This Agreement may be executed in multiple counterparts, the signature pages of which, taken together, shall constitute an original execution copy.

20. Governing Law/Venue. This Agreement shall be construed in accordance with the

laws of the State of Illinois, excluding, however, those relating to choice or conflict of laws. The parties agree that the courts located in Cook County, Illinois shall be the exclusive venue for any action arising out of or brought pursuant to this Agreement.

21. Waiver. Whenever under this Agreement either party, by a proper authority, expressly waives the other party's performance in any respect or expressly waives a requirement or condition to either the CHA's or the City's performance, the waiver so granted, shall only apply to the particular instance and shall not be deemed a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver shall be construed as a modification of the Agreement regardless of the number of times the either party may have waived the performance, requirement or condition.

22. Notices. All notices and communications concerning this Agreement shall be sent to:

If to the City: City of Chicago
 Department of Administrative Hearings
 740 North Sedgwick Street, 6th Floor
 Chicago, Illinois 60654
 Attn: Director

With copies to: City of Chicago, Department of Law
121 N. LaSalle Street, Room 600
Chicago, Illinois 60602
Attn: Finance and Economic Development Division

If to the CHA: Chicago Housing Authority
60 East Van Buren Street, 12th Floor
Chicago, Illinois 60605
Attn: Chief Legal Officer

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth above and shall be effective: (a) if delivered by personal service upon delivery, (b) if sent by overnight courier, effective one business day after delivery to such courier, or (c) if sent by registered or certified mail, return receipt requested, effective three business days after the date of mailing. A party's address for notices may be changed by giving written notice in the manner specified in this Section.

23. Authority.

- A. **CHA Authority.** Execution of this Agreement is authorized by resolution of the CHA's Board of Commissioners dated March 19, 2019 approving this Agreement and pursuant to the United States Housing Act of 1937, 42 U.S.C. § 1437 et seq.; regulations promulgated by HUD, and the State Housing Authorities Act, 310 ILCS 10/1 et seq., as amended, and other applicable laws, regulations and ordinances.
 - B. **City Authority.** Execution of this Agreement by the City is authorized by an ordinance enacted by the City Council of the City of Chicago approving this Agreement on March 13, 2019.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date first set forth above.

CITY OF CHICAGO

By: Patricia Jackowiak
Patricia Jackowiak, Director
Dept. of Administrative Hearings

CHICAGO HOUSING AUTHORITY

By: Dionna Brookens
Dionna Brookens
Chief Procurement Officer

Approved as to Legality and Form:
Chicago Housing Authority
Office of the General Counsel

By: James L. Bebley
James L. Bebley
Chief Legal Officer

EXHIBIT 1 TO THE AGREEMENT

CHA's Resident Grievance Procedure

[SEE ATTACHED]

**CHICAGO HOUSING AUTHORITY
FY2009 Grievance Procedure**

I. Purpose

- A. This Grievance Procedure (Procedure) is issued in accordance with the U.S. Department of Housing and Urban Development (HUD)'s Code of Federal Regulations (CFR), as found in 24 CFR § 966.50, and the CHA Leaseholder Housing Choice and Relocation Rights Contract 10/1/99 (RRC).
- B. This Procedure outlines the rights and obligations of head of households, the Chicago Housing Authority (CHA) and property management firms of traditional public housing and mixed-income properties (property management firms) with respect to grievances, and makes these rights and obligations part of the CHA Resident Lease Agreement and Contract (Lease) between the CHA and Head of Households, as well as the mixed-income leases, to the extent this Procedure is adopted by the mixed-income developer.
- C. The Grievance Procedure is a two-step process through which the head of household and/or co-head, if applicable, can raise grievances, outlined in *Section IV*, with the CHA and/or its property management firms.
 1. The first step is an informal hearing between a head of household and Property Manager or the CHA department that rendered the decision involving the dispute, in which the parties shall present concerns and attempt to resolve issues.
 2. The second step, if necessary, is a formal hearing, heard by an independent Hearing Officer at the City of Chicago's Department of Administrative Hearings.

II. Applicability

- A. The following Head of Households have the right to use this Grievance Procedure:
 1. Head of households living in traditional CHA public housing developments;
 2. Head of households living in mixed-income developments where the CHA Grievance Procedure was adopted;
 3. Head of households temporarily using a Housing Choice Voucher (Section 8); or
 4. Head of households and former head of households covered by the RRC for purposes and matters specifically outlined in the RRC (also known as Leaseholders).
- B. This procedure does not apply to Head of Households living in City-State properties.

- C. The procedure does not apply to leaseholders and Head of Households covered by the RRC who accepted permanent replacement housing in the CHA Housing Choice Voucher (HCV) Program.
- D. The procedure does not apply to CHA HCV Program recipients and applicants.
- E. The procedure does not apply to CHA applicants. Applicants receive mitigating/informal hearings with the CHA Occupancy Department or the Property Management firm rendering the decision.

III. Definitions

- A. "Grievance" shall mean: Any dispute with respect to the CHA's and/or property management firm's action or failure to act in accordance with the individual Head of Household's Lease, the RRC, and/or CHA policy implementation or procedures that adversely affect the individual Head of Household's rights, duties, welfare or status.
- B. "Head of household" (Leaseholders) shall mean: The adult person (or persons), other than a live-in aide, minors, foster children, or foster adults, who resides in the unit, and who:
 1. executed the lease with the property management firm or with the CHA as lessee of the dwelling; or
 2. was issued a temporary Section 8 voucher; or
 3. is otherwise protected under the Relocation Rights Contract, or
 4. if no such person is now residing in the unit, the adult person who has requested eligibility status to become the remaining head of household of the Head of Household family residing in the unit.
- C. "Remaining Head of Household/Remaining Family Member" shall mean: Members of the household, excluding foster children, foster adults, live-in aides, and minors, listed on the lease that remain in the unit when the head of the household dies or leaves the unit without a housing subsidy supplied by CHA. Remaining family members must have lived in the unit and on the lease as an authorized member on the lease for a minimum of three years (36 months). Remaining family members are only eligible to use the formal grievance process to dispute their denial of the right to become a residual head of household/leaseholder. The initial hearing must be filed with the department or property management firm that issued the original denial.
- D. "Property Management Firm" shall mean: A property management firm that manages traditional public housing and/or mixed-income developments of the CHA.

- E. "Reasonable Accommodation" shall mean: Some modification or change the CHA can make to its units, buildings, or procedures that will assist an otherwise eligible applicant or Head of Household with a disability to take full advantage of and use CHA's programs. An accommodation is not reasonable if it: a) causes an undue financial and administrative burden; or b) represents a fundamental alteration in the nature of CHA's program.

IV. Grievances to which this procedure is applicable

The Grievance Procedure shall apply to situations *including, but not limited to,* disputes involving:

A. Rent

1. Annual and adjusted income;
2. Amount of rent;
3. Continued income eligibility;
4. Failure to pay rent;
5. Procedure used to collect rent;
6. Patterns of late rent payments; and
7. Minimum rent hardship exemption.

Rent Escrow Account: Before a hearing is scheduled for any grievance involving the amount of rent due, the head of household must pay an escrow deposit to a Rent Escrow Account, equal to the amount of monthly rent due as of the first of the month preceding the month in which the act or failure to act took place. The head of household must continue to pay the amount of monthly rent due to the account until the head of household's grievance is resolved. The escrow requirement may be waived if the head of household is determined to have a financial hardship exemption as described in the minimum rent requirements. The escrow requirement may also be waived due to the effect of welfare benefit reductions in the calculation of family income. Unless the requirement is waived, failure to make the escrow deposit shall terminate the Grievance Procedure. When the request for an informal hearing is submitted, the head of household shall be notified in writing of the rent escrow requirement, the right to request a hardship exemption and consequences for failure to comply. **24 CFR 966.4(b)**

B. Noncompliance with the Lease

1. Inspection of the dwelling unit to determine its condition;
2. Imposition of the Lease provisions to protect the CHA's property;
3. Assessment and payment of charges for Head of Household-caused damages;
4. Failure to pay maintenance charges or failure of the property management firm to complete repairs;

5. Failure to reimburse for damage claims;
 6. Failure to comply with annual reexamination requirements;
 7. Methods and grounds used to transfer or relocate families within or between housing developments that are unrelated to the RRC;
 8. Disputes involving exemptions from the CHA Work Requirement Policy;
 9. Disputes involving denial of Safe Harbor status; and
 10. Termination of tenancy because of non-compliance with the terms of the Lease, except as specified below in Section V.A.
- C. Relocation (applicable to head of households and former head of households covered by the RRC only).
1. Methods and grounds used to relocate families within or between housing developments as part of the Plan for Transformation;
 2. A head of household/leaseholder's rejection of permanent replacement housing;
 3. Disputes involving a head of household/leaseholder's loss of their right of return to replacement housing;
 4. Denial of replacement housing based upon criteria set forth in Tenant/Head of Household Selection Plans and/or Site-Specific Criteria;
 5. Requirement to transfer to a different housing development because of failure to meet the criteria set forth in Tenant/Head of Household Selection Plans and/or Site-Specific Criteria within one year (or longer period, as applicable) of move-in at mixed-income properties;
 6. Requirement to transfer to a different housing development for failure to continue to meet or continue to engage in activities set forth in Tenant/Head of Household Selection Plans and/or Site-Specific Criteria at mixed-income properties; and
 7. Disputes involving failure to comply with new Authority-wide requirements.

V. Grievances to which this procedure is not applicable

- A. The Grievance Procedure shall not be available to any household whose tenancy is being terminated because of:
1. Any activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other Head of Households and their families, employees of the CHA, property management firms, or agents of the CHA, or persons residing in the immediate vicinity;
 2. Any violent or drug-related criminal activity on or off such premises; or
 3. Any activity resulting in a felony conviction.

- B. The Secretary of HUD has made a determination that the State of Illinois' courts provide due process. Therefore, the CHA may terminate a Lease using the procedure under the Illinois Landlord-Tenant law for the above actions without offering the household a grievance hearing.
- C. The Grievance Procedure shall not apply to:
 1. Class grievances against the CHA; or
 2. Disputes between Head of Households, when the CHA is not involved.
- D. The Grievance Procedure shall not be used as a forum by a Head of Household, Head of Households or groups of Head of Households for initiating or negotiating policy changes with the CHA or the CHA's Board of Commissioners.

VI. New Head of Households

- A. At the time of leasing, the property management firm will furnish each new head of household with a copy of the CHA Grievance Procedure, with exhibits attached thereto, including the Notice of Grievance Rights – GP1.
- B. Households transferring between developments shall not be considered new head of households.

VII. Reasonable Accommodations

- A. The CHA and its property management firm shall provide reasonable accommodations to permit Head of Households with disabilities to participate in both informal and formal grievance hearings.
- B. If requested by the head of household, reasonable accommodations to persons with disabilities may include, but are not limited to the following: 1) that meetings be held in an accessible location; 2) that all materials and notices will be in an accessible format; 3) that the CHA provides qualified sign language interpreters, readers or attendants; 4) that the head of household can make a hearing request orally and having a representative, advocate or the property management firm complete the relevant paperwork.

VIII. Notice of Adverse Action

- A. The CHA or its property management firm will notify a head of household in writing of the specific grounds for any proposed adverse action. The notice shall be personally served or sent via certified or registered first-class mail, return-receipt requested. If the CHA is required to afford the head of household the opportunity for a grievance hearing, the notice of proposed adverse action will inform the head of household of the right to request such hearing and the time period within which a hearing may be requested.

IX. Adverse Action and Grievance Procedure

- A. Actions Excluding Lease Termination: In the case of a proposed adverse action other than a proposed Lease termination, the CHA or its property management firm shall not take the proposed action until the time for the head of household to request a grievance hearing has expired. If a hearing was timely requested by the head of household, no action shall be taken until the grievance process has been completed.
- B. Actions Including Lease Termination: When the CHA or its property management firm is required to afford the head of household the opportunity for a hearing under this Procedure for a grievance concerning the Lease termination (not including grievances described in *Section V*), the tenancy shall not terminate, even if any notice to vacate under state or local law has expired, until the time for the head of household to request a grievance hearing has expired, and, if a hearing was timely requested by the head of household, the grievance process has been completed.

X. CHA Ombudsman

- A. CHA's Ombudsman is available to advocate for residents at both the informal and formal hearing stages.

XI. Requests for Informal Hearings

- A. The following Head of Households have the right to use the informal hearing process established by this Grievance Procedure:
 1. Head of Households living in traditional CHA public housing developments;
 2. Head of Households living in mixed-income developments where the CHA Grievance Procedure was adopted (also known as Leaseholders);
 3. Head of Households temporarily using a Housing Choice Voucher (*Section 8*); or
 4. Head of Households and former head of households covered by the RRC for purposes and matters specifically outlined in the RRC (also known as Leaseholders).
- B. On the bottom of every Notice of Termination of Tenancy (other than those exempted in *Section V*) and at the bottom of notices for grievable actions, as required by the RRC, the head of household shall be notified that he/she has a right to request a grievance hearing, orally or in writing, within the applicable number of days from receipt of the Notice.
- C. Head of Households shall file grievances either orally or in writing with the property management firm or the CHA department that rendered the decision involving the dispute. The head of household or the property management firm, upon request by the head of household, shall complete the Grievance Hearing Proceedings Form – GP3, that is provided by the property management firm. Head of Households shall file their grievances within the following times:

1. Grievances Involving Eviction Action
 - a. in the case of rent disputes, within fourteen (14) calendar days of the receipt of the termination notice by the household; and
 - b. in all other eviction cases¹ that are not excluded under Section 15(h) of the Lease, the period of time stated within the notice after which tenancy will terminate, calculated from the date of the household's receipt of the termination notice, not to exceed thirty (30) calendar days.
2. Non-Eviction Grievances:
 - a. Within thirty (30) calendar days of the receipt of any written notice of adverse action from the CHA or property management firm; or
 - b. Within thirty (30) calendar days of any adverse action taken by CHA or the property management firm, where no notice is received.
- D. If an informal hearing is requested, the property management firm shall fill out and provide the head of household with a receipt indicating that a request for an informal hearing was made and the date of the request. (Head of Household Receipt for Informal Hearing Request – GP2). A copy of the receipt shall be given to the Head of Household and placed in the Head of Household's file.
- E. When a Head of Household files a request for an informal hearing, the property management firm shall forward two copies of the Head Of Household Receipt for Informal Hearing Request (GP2) to CHA Departments: The property management firm shall forward one copy to the Asset Management Department and one copy to the General Counsel.
 1. In cases involving the right of return, or the right to remain at a mixed-income development after the 12-month Working to Meet Period, the property management firm shall also forward a copy of the request to the Relocation/Resident Services Department.

XII. Informal Hearing Process

- A. The Head of Household has the right before the informal hearing to review and/or copy any documents, records, and/or regulations that are directly relevant to the grievance raised. The head of household shall make the request during normal business hours and is responsible for any photocopying fees. Documents shall be provided and copies shall be made in the Management Office within a reasonable time period of the head of household's request. Costs shall not exceed 10 cents per page.

¹ For example, for repeated violations of the pet policy; violations of house rules; repeated violations of housekeeping standards.

- B. The property management firm, HCV Program, or the CHA shall schedule and hold an informal hearing within fifteen (15) calendar days of receiving a Head of Household's hearing request.
 - 1. If the adverse action or failure to act is the responsibility of the property management firm, the Head of Household's informal hearing shall be conducted with the Property Manager.
 - 2. If the adverse action or failure to act is the responsibility of HCV (Section 8) program, the Head of Household's informal hearing shall be conducted by the Senior Vice President of HCV Program or his/her designee.
 - 3. If the adverse action or failure to act is the responsibility of a CHA official, the informal hearing shall be conducted by that official's supervisor or his/her designee.
- C. The Head of Household has the right to be represented by counsel or by other persons chosen as the Head of Household's representative and to have such person make statements on the Head of Household's behalf.
- D. Five (5) days after the informal hearing, the property management firm will submit a copy of the hearing decision to the Asset Management Department for review.
- E. The Asset Manager will complete its review within five (5) days of receipt of the decision and finalize the informal hearing decision with the Property Manager.
- F. Within ten (10) business days after the informal hearing, the property management firm, the HCV Program, or the CHA will make four copies of the informal hearing results on the Grievance Hearing Proceedings Form – GP3. If the decision will not fit on the required forms, a letter with the results attached to the GP3 form is acceptable.
 - 1. One copy of the informal hearing results shall be supplied to the Head of Household. The GP3 Form shall be personally served or sent via certified or registered first-class mail, return receipt requested. The GP3 Form shall also contain the procedure by which a formal hearing may be obtained. The Formal Hearing Request Form – GP4 will be mailed or delivered to the Head of Household along with a copy of the informal hearing results.
 - 2. One copy of the informal hearing results shall be sent to the Asset Management Department.
 - 3. One copy of the informal hearing results shall be sent to the Office of the General Counsel.
 - 4. One copy of the informal hearing results will be placed in the Head of Household's file.

XIII. Good Cause to Proceed Directly to a Formal Hearing

- A. Before a Head of Household may request a formal hearing, the Head of Household must have requested an informal hearing, and that hearing must have been held, except in circumstances outlined below. **24 CFR 966.54**
- B. **Good Cause:** If the Head of Household can show good cause as to why he/she did not request an informal hearing or why a hearing was not held, then the Head of Household may proceed directly to a formal hearing. A member of the CHA's Office of the General Counsel shall determine good cause. For purposes of this section, good cause *includes, but is not limited to:*
 1. A verifiable medical condition that prevented the Head of Household from requesting an informal hearing;
 2. A documented absence from the unit which prevented the Head of Household from receiving a notice of adverse action;
 3. A disability that prevented the Head of Household from understanding or being aware of the adverse action; or
 4. Documentation that the CHA or its property management firm was unsuccessful in holding the informal hearing within fifteen (15) calendar days of the Head of Household's request. Failure to hold the informal hearing within fifteen (15) days must not be caused by the Head of Household's failure to cooperate in scheduling and/or holding the hearing.**24 CFR 966.54**

XIV. Requests for Formal Hearings

- A. The following Head of Households have the right to use the formal hearing process established by this Grievance Procedure:
 1. Head of Households living in traditional CHA public housing developments;
 2. Head of Households living in mixed-income developments where the CHA Grievance Procedure was adopted (also known as Leaseholders);
 3. Head of Households temporarily using a Housing Choice Voucher (Section 8); or
 4. Head of Households and former Head of Households covered by the RRC for purposes and matters specifically outlined in the RRC (also known as Leaseholders).
- B. For all formal hearings, the CHA shall use the City of Chicago's Department of Administrative Hearings. The City's Department of Administrative Hearings maintains a group of qualified independent Hearing Officers, as described in *Section XIV*.
- C. If the Head of Household disagrees with the results of his or her informal hearing, the Head of Household shall submit a written request for a formal hearing within fifteen (15) calendar days of receiving a copy of the informal hearing results.

- D. The Head of Household must use the Head of Household's Formal Hearing Request Form - GP4 supplied by the CHA, to request a formal hearing. The Head of Household shall be responsible for sending two copies of the form to the CHA, via regular mail or hand delivery:
1. The Head of Household shall send by regular mail or hand deliver one copy to the Office of the General Counsel, who will forward a copy to the City of Chicago's Department of Administrative Hearings. The Office of the General Counsel shall also forward to the Department of Administrative Hearings 1) a copy of the completed Grievance Hearing Proceedings Form – GP3; and 2) a Grievance Petition from the Chicago Housing Authority – DOAH Petition that identifies the dispute, the basis for the CHA's or the property management company's action or failure to act, and the requested relief.
 2. The Head of Household shall send by regular mail or hand deliver one copy to the Asset Management Department, who will forward a copy to the property management firm.
 3. If the Head of Household fails to request a formal hearing within fifteen (15) calendar days of the sending or delivery of the informal hearing results, then the informal hearing results become final. Failure by the Head of Household to request a formal hearing, however, shall not constitute a waiver of the Head of Household's right to contest the CHA's or property management firm's action or failure to act in a court of law.
 4. If the issue being grieved is one that cannot be grieved under CHA policies or procedures (see Section V. A. of this procedure), the Office of the General Counsel will deny the request and return the request to the Head of household.
- E. Reasonable accommodations to persons with disabilities may include that meetings be held in an accessible location, and that all materials and notices will be in an accessible format, if requested by the Head of Household. This includes, if necessary, that the CHA provides qualified sign language interpreters, readers or attendants.
- F. A formal hearing shall be scheduled to be held by the City of Chicago's Department of Administrative Hearings within thirty-seven (37) calendar days from the Department of Administrative Hearings' receipt of the Grievance Petition, and Formal Hearing Request Form.

XV. Selection of Hearing Officers

- A. The City of Chicago's Department of Administrative Hearings shall maintain a group of qualified Hearing Officers.

- B. The CHA and Central Advisory Council shall jointly agree upon candidates from that group to serve as independent Hearing Officers at formal hearings of CHA grievances and ensure that proper training is provided.
- C. For each formal hearing involving a CHA grievance, the Chicago Department of Administrative Hearings will assign a Hearing Officer from the group of jointly agreed upon candidates.
- D. The Hearing Officer appointees shall be fair, unbiased, and follow applicable regulations, policies and laws.

XVI. Formal Hearing Process

- A. Formal hearings shall be conducted *de novo* in accordance with this Grievance Procedure, and with Chapter 2-14 of the Municipal Code and the Department of Administrative Hearings' Procedural Rules and Regulations, to the extent that they are applicable and not inconsistent with this Procedure.
- B. Orderly Behavior: The Hearing Officer shall require all parties, representatives and witnesses to conduct themselves in an orderly fashion. Failure to comply with the directions of the Hearing Officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interest of the disorderly party.
- C. Written Appearance Form: All parties appearing on behalf of the CHA, the property management firm or the Head of Household shall complete a written Appearance Form, supplied by the Hearing Officer.
- D. Decision Not to Proceed: The Hearing Officer may render a decision without proceeding with the hearing if the Hearing Officer determines that the issue has been previously decided in another formal hearing or a court of law.
- E. Standard of Proof: The Hearing Officer's decision shall be based upon the preponderance of evidence.
- F. Burden of Proof: In the formal hearing, the Head of Household must first establish that he/she is entitled to the relief that he/she has requested. The CHA or property management firm must then sustain the burden of justifying its action or failure to act, with respect to the issues underlying the grievance.

24 CFR 966.56e

Evidence and Witnesses: The formal hearing shall be conducted by the Hearing Officer. All parties shall present evidence pertinent to the facts and issues raised by the grievance without regard to admissibility under the rules of evidence applicable to judicial proceedings. The formal and technical rules of civil/criminal procedure and evidence shall not apply. Evidence, including hearsay, may be admitted if it is the type commonly relied upon by reasonably prudent persons in the conduct of their affairs. All witnesses shall be sworn in by the Hearing Officer. All parties, including the Hearing Officer, shall have the right to question all witnesses.

G. Recordings of Hearing: A record shall be made of the formal grievance hearing by audiotape or other appropriate means. Record of the hearing shall include documents, a copy of findings and the written decision.

1. The Department of Administrative Hearings shall be responsible for securing a recorder prior to the formal hearing. Records shall be retained by the Department of Administrative Hearings, pursuant to law, but not for less than six (6) months from the date of the hearing.
2. Any interested party may arrange for a copy of the formal hearing record in advance of or following the hearing, at the party's own expense.

H. Observed Rules for Fair Hearing: The Head of Household shall be afforded a fair hearing. The following rules shall be observed in conducting a formal hearing between the parties.

1. The Head of Household, the CHA and its property management firms shall have prior written notification of the date, time and location of the formal hearing, as well as the consequences for failure to appear at the hearing. The Department of Administrative Hearings shall send the notice via first-class mail or personal service no later than fourteen (14) calendar days before the formal hearing date.
2. The Head of Household, the CHA, and/or the Property Management have the right to be represented by counsel or by other persons chosen as the parties' representative and to have such person make statements on the parties' behalf.
3. The Head of Household shall have the opportunity before the formal hearing to examine his/her file; to copy all documents, records, and regulations relevant to the grievance, at his/her own expense; and to take notes.
 - a. Requests for copies of documents, records and regulations shall be submitted in writing by the Head of Household or by the Head of Household's representative to the property management firm and the CHA.
 - b. The property management firm and the CHA have up to five (5) calendar days from the date of request to produce the documents to the Head of Household.
 - c. If the Head of Household or the Head of Household's representative requests copies within five (5) calendar days of the hearing, copies of documents shall be made available no later than one (1) hour before the formal hearing is scheduled to begin.
 - d. The Head of Household or the Head of Household's representative shall be responsible for paying for copies at the time the Head of Household receives the copies from the property management firm or the CHA. Costs for copies shall not exceed 10 cents per page.

- e. Any document requested by the Head of Household or his/her representative, within the appropriate timeframe, that is in the possession of the CHA or the property management firm, and that is not made available after the Head of Household's request, may not be relied on by the CHA or property management firm at a grievance hearing.
 - f. The CHA, its representatives, and/or Property Management shall have the opportunity before the formal hearing to request copies of all documents, records, and regulations relevant to the grievance. The Head of Household, upon request, shall allow the CHA and/or Property Management to make copies of all documents the Head of Household plans to present at the formal hearing.
4. The Head of Household shall have the right to a private hearing, unless the Head of Household requests a public hearing.
 5. The Head of Household, the CHA and/or the Property Management firms shall have the right to present evidence and argument in support of his/her grievance position, to challenge evidence relied upon by the parties and to confront and cross-examine all witnesses upon whose testimony the Head of Household, the CHA or property management firm relies.
 6. All parties have the right to a decision based solely and exclusively upon the evidence presented at the hearing.
- I. Failure to Appear at Formal Hearing: If the Head of Household, the CHA, or the property management firm fails to appear at the scheduled formal hearing, the Hearing Officer may make a determination that the party failing to appear has waived its right to participate in a formal grievance hearing; find that party in default; proceed with the formal hearing; accept evidence relevant to the grievance; and conclude the grievance hearing with findings and a written disposition. A copy of the order of default shall be served upon the defaulting party by first-class mail or personal service.
 1. The defaulting party shall have twenty-one (21) days from the date the default is entered to petition the Hearing Officer to set aside the order of default upon a showing of good cause for the party's failure to appear.
 2. A determination that the Head of Household has waived his or her right to a formal hearing shall not constitute a waiver of any right the Head of Household may have to contest the Hearing Officer's disposition of the grievance.

XVII. Formal Grievance Hearing Process For Violations Of CHA New Authority-Wide Requirements .

- A. Pursuant to the Relocation Rights Contract(s), head of households/leaseholders covered by the RRC who have not received final replacement housing and are

not lease compliant with the new authority-wide requirement, but are otherwise lease compliant with CHA's Lease and ACOP, shall not be evicted or lose their right of return unless an independent hearing officer determines that the head of household/leaseholder is not making a good faith effort to comply with the new requirement.

- B. In the event the CHA intends to terminate a 10/1/99 or Post 10/1/99 Head of Household/Leaseholder's lease or right to replacement housing for violation of a "new authority-wide requirement", CHA shall serve the Head of Household/Leaseholder with a CHA Form GP5 – Thirty (30) Day Notice of Termination for Failure To Comply With New Authority-Wide Requirement.
- C. The CHA Form GP5 Notice of Termination shall inform the head of Household that CHA intends to terminate the residential lease agreement or deny the head of household's final replacement housing and that a formal hearing before a DOAH hearing officer will be scheduled 30 days after the service of the notice. The Form GP5 Notice of Termination shall also notify the head of household that if the head of household would like to try to resolve the matter prior to the formal grievance hearing, the head of household may request an informal hearing with CHA.
- D. If the head of household/leaseholder does not request an informal hearing within 30 days, CHA will issue a request for a formal grievance hearing with DOAH. At the DOAH hearing, CHA shall have the burden of proving that the head of household/leaseholder's family violated the new authority-wide lease requirement.
- E. CHA may not proceed with any eviction proceedings or deny a right to replacement housing unless the DOAH hearing officer finds that the head of household/leaseholder's family is not making a good faith effort to comply with the new authority-wide lease requirement.
- F. In making such a determination, the hearing officer shall take into consideration all the head of household/leaseholder's circumstances, including but not limited to, the ability of the head of household/leaseholder or their family to comply with the new authority-wide lease requirement and to access adequate outreach, assessment, referral or follow-up services as part of the initiative to assist the household to comply with the new authority-wide lease requirement.
- G. Except as stated in this section, all other parts of Section XV shall apply.

XVIII. Grievance Hearing Decision

- A. The Hearing Officer shall make a determination on the basis of the admissible evidence, testimony, and arguments presented at the hearing. The Hearing

- Officer shall not have the power to impose fines, costs, sanctions or other penalties.
- B. The Hearing Officer shall prepare a written decision for the formal hearing on the DOAH Order: Findings, Decisions, and Order Form. The formal hearing results shall be served via first-class mail or personal service to the Head of Household and his or her representative, the CHA, and the property management firm within five (5) business days of the hearing, unless the Hearing Officer determines that additional time is necessary due to the complexity of the case. If more time is required for the formal hearing decision, the Hearing Officer shall notify the Head of Household of the revised timeline in writing within five (5) business days of the hearing.
- C. The CHA shall keep a copy of the Hearing Officer's summary, on the DOAH Order: Findings, Decisions, and Order Form, with all names and identifying references deleted.
- D. The decision of the Hearing Officer shall be binding on the Head of Household and on the CHA/property management firm, which shall take all actions, or refrain from any actions necessary to carry out the decision, unless the CHA's Board of Commissioners determines, within thirty (30) calendar days, and gives written notice to the Head of Household, his/her representative, and to the Hearing Officer that:
1. The grievance does not concern the CHA's action or failure to act in accordance with the complainant's Lease or regulations which adversely affect the complainant's rights, duties, welfare or status **24 CFR 966.57**; or
 2. The decision of the Hearing Officer is contrary to applicable Federal, State or local law, HUD regulations or requirements of the Annual Contributions Contract (ACC) between HUD and the CHA. **24 CFR 966.57**
- E. The decision by the Hearing Officer or Board of Commissioners in favor of the CHA, or which denies the relief requested by the Head of Household, in whole or in part, shall not constitute a waiver of, nor affect any rights the Head of Household may have to judicial review or a trial *de novo* in a court of law regarding the same matter brought up in the grievance. **24 CFR 966.57**

Attached Grievance Procedure Forms

- CHA Form-GP1
Notice of Right to Head of Household's Grievance
- CHA Form-GP2
Head of Household Receipt for Informal Hearing Request
- CHA Form-GP3
Grievance Hearing Proceedings Form
- CHA Form-GP4
Formal Hearing Request Form
- CHA Form-GP5
Thirty (30) Day Notice Of Termination Of Tenancy For Failure To Comply With The New Authority-Wide Requirement
- DOAH Petition
Grievance Petition from the Chicago Housing Authority
- DOAH Order
Findings, Decisions, and Order Form

CHA Form-GP1, rev 05-15-09

New Head of Households sign this form during the initial leasing process.

Account No.

NOTICE OF RIGHT TO HEAD OF HOUSEHOLD'S GRIEVANCE

I have been advised of my right to an informal hearing with the Property Manager in case of a grievance with respect to the CHA or property management firm's action or failure to act in accordance with the Lease, the Relocation Rights Contract, or CHA policies, which may adversely affect my rights, duties, welfare, or status.

I have also been advised that if I am not satisfied with the proposed informal results of my grievance, I have a right to proceed to a formal hearing. I have the right to a formal hearing with an independent Hearing Officer under the CHA's Grievance Procedure.

I will have the right to appear at the formal hearing and speak on my own behalf, to be represented by counsel or other representatives of my choice, at my expense, to bring witnesses and documents as I desire, and to cross-examine the CHA or property management firms' witnesses. I have the right before the hearing to examine and copy, at my expense, any documents, records, and/or regulations that are directly relevant to the grievance. I understand that I am responsible for the cost of any photocopying requested.

(Print Name)

(Head of Household's Signature)

(Date)

CHA Form-GP2, Rev 05-15-09

The property management firm will complete and sign this form. The Head of Household will also sign it. The property management firm will provide a copy to the Head of Household, General Counsel, Asset Management, and where applicable, Relocation.

HEAD OF HOUSEHOLD RECEIPT FOR INFORMAL HEARING REQUEST

A request for an informal hearing with _____
(Property Manager's Name/CHA Department)

(Property Manager)
was made on _____ by _____.
(Date) (Head of Household's Name)

Nature of Grievance:

Requested Relief:

I, _____, acknowledge
(Property Manager/CHA Department)
receipt of the Head of Household's request for an informal hearing.

Signature of Property Manager /CHA Date

Development/CHA Department Name Phone

Property Management/CHA Department Office Address Fax

Signature of Head of Household or Representative Date
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Approved August 18, 2009

CHA Form-GP3, Rev 05-15-09

The Head of Household completes the top portion of the form to request an informal hearing. The Property Manager completes the bottom portion of form after the informal hearing. Copies of the completed form are provided to the Head of Household, General Counsel, and Asset Management Department.

HEAD OF HOUSEHOLD'S GRIEVANCE HEARING PROCEEDINGS FORM

DATE OF REQUEST: _____

HEAD OF HOUSEHOLD'S NAME: _____

ADDRESS: _____

TELEPHONE NO: _____ ACCOUNT NO: _____

NATURE OF GRIEVANCE: _____

REQUESTED RELIEF: _____

HEAD OF HOUSEHOLD'S SIGNATURE* _____ DATE _____

CHA MANAGEMENT SIGNATURE _____ DATE _____

*or Head of Household representative

INFORMAL HEARING

HEARING DATE: _____ TIME: _____

LOCATION: _____

COMMENTS: _____

PARTIES PRESENT: _____

DECISION: _____

REASON FOR DECISION: _____

DATE:

TO THE HEAD OF HOUSEHOLD: IF YOU DO NOT AGREE WITH THE DECISION WHICH RESULTS FROM THE INFORMAL HEARING, YOU HAVE THE RIGHT TO PROCEED DIRECTLY TO A FORMAL HEARING UNDER THE CHA HEAD OF HOUSEHOLD'S GRIEVANCE PROCEDURE.

IF YOU DESIRE A FORMAL HEARING, YOU MUST SIGN AND SUBMIT THE ATTACHED FORMAL HEARING REQUEST FORM WITHIN FIFTEEN (15) CALENDAR DAYS OF TODAY.

Return the yellow form to:

CHA General Counsel
Attn: Grievance Procedure
60 E. Van Buren St., 12th Floor
Chicago, IL 60605

Return the orange form to:

CHA Asset Management Department
Attn: Grievance Procedure
60 E. Van Buren St., 13th Floor
Chicago, IL 60605

IF YOU DO NOT SUBMIT THE FORM WITHIN FIFTEEN (15) CALENDAR DAYS, YOU WILL WAIVE YOUR RIGHT TO A FORMAL HEARING AND THE DECISION PROPOSED BY THE PROPERTY MANAGER, HOUSING CHOICE VOUCHER PROGRAM, OR CHA WILL BECOME FINAL.

CHA Form-GP4, Rev 5-15-09

If the Head of Household wants to proceed to a formal hearing, he/she completes this form and provides a copy to Asset Management and the General Counsel.

FORMAL HEARING REQUEST FORM

PLEASE COMPLETE THIS FORM AND MAIL OR HAND DELIVER IT TO:

Return the yellow form to:
CHA General Counsel
Attn: Grievance Procedure
60 E. Van Buren St., 12th Floor
Chicago, IL 60605

Return the orange form to:
CHA Asset Management Department
Attn: Grievance Procedure
60 E. Van Buren St., 13th Floor
Chicago, IL 60605

DATE OF REQUEST: _____

HEAD OF HOUSEHOLD'S NAME: _____ ACCOUNT NO: _____

ADDRESS: _____

NAME OF DEVELOPMENT IN WHICH I LIVE: _____

TELEPHONE NUMBER DURING THE DAY: _____

HEAD OF HOUSEHOLD'S REPRESENTATIVE (IF ANY): _____

REPRESENTATIVE'S ADDRESS: _____

REPRESENTATIVE'S TELEPHONE NUMBER: _____

I hereby request a formal hearing to present the following grievance: _____

Requested Relief: _____

Choose location for the formal hearing:

- Main Office: 400 W. Superior Street (Sedgwick and Superior Street)
- Satellite Office: 2006 E. 95th Street (95th and Jeffery Boulevard)

HEAD OF HOUSEHOLD'S OR REPRESENTATIVE'S SIGNATURE _____

DATE _____

**THIRTY (30) DAY NOTICE OF TERMINATION OF TENANCY
FOR FAILURE TO COMPLY WITH THE NEW AUTHORITY-WIDE REQUIREMENT**

TO: _____ and all occupants _____
Address _____, Apt.# _____ Chicago, Illinois

You are hereby notified that your Tenancy/**Right of Return** to Replacement Housing at the Chicago Housing Authority Chicago, Illinois, will **terminate** no sooner than **[THIRTY DAYS]**, unless the breach described below is remedied within thirty (30) days and provided the breach can be remedied. You **must** give up your right of return/vacate the premises, together with closets, laundry rooms, drying rooms, perambulator or storage rooms, and other rooms and space in connection with said premises by **[THIRTY DAYS]**. If you fail to give up your right of return/move from the premises by **[THIRTY DAYS]**, you will be subject to an action pursuant to the terms below and will be responsible for all court costs if the action is successful.

The reason for said termination of tenancy is the violation section(s) _____ in that:

If you want to try to resolve this matter, you have the right based on this notice to request an informal hearing with your property manager/CHA within thirty days of receipt of the notice. You have the right to make a reply to this notice if you wish. Prior to filing a case for eviction/terminating your Right of Return, the CHA will initiate a formal grievance hearing to obtain a written decision that there was not a good faith attempt to comply with the CHA New Authority-Wide Requirement. You may present any information orally or in writing at the grievance hearing to dispute the matter. At the hearing, you may present any defenses and witnesses that you may have. You have the right to bring a lawyer/representative with you. This will be your only opportunity to grieve the termination notice. The decision of the hearing officer will be binding.

WHILE YOU HAVE THE RIGHT TO GRIEVE THIS NOTICE PURSUANT TO 24 C.F.R. 966.51 (a)(2)(i), YOU ARE NOT ALLOWED A GRIEVANCE HEARING FOR ANY CLAIMS OF CRIMINAL AND/ OR DRUG-RELATED ACTIVITY. HUD HAS DECIDED THAT YOU HAVE THE RIGHT TO AND WILL BE GIVEN A HEARING IN THE MUNICIPAL COURT OF COOK COUNTY, WHICH CONTAINS THE BASIC ELEMENTS OF DUE PROCESS AS DEFINED IN THE HUD REGULATIONS.

YOU HAVE THE RIGHT BY APPOINTMENT, PRIOR TO ANY HEARING OR TRIAL, TO EXAMINE ANY RELEVANT DOCUMENTS, RECORDS, OR REGULATIONS DIRECTLY RELATED TO THE EVICTION AT THE OFFICE OF THE PROPERTY MANAGER FOR YOUR DEVELOPMENT.

IF YOU ARE 62 YEARS OF AGE OR OLDER OR A PERSON WITH DISABILITIES AND REQUIRE SPECIAL ASSISTANCE, PLEASE CONTACT THE PERSON LISTED BELOW AND ARRANGEMENTS WILL BE MADE TO ACCOMMODATE YOUR CIRCUMSTANCES.

DATED at Chicago, Illinois, this _____ Day CHICAGO HOUSING AUTHORITY, Landlord

of _____ A.D. 20_____ BY: _____

The undersigned ("Server") deposes and states that s/he served the within Notice at the hour of _____ a.m./p.m., on the _____ day of _____, 20____ by:

- 1) _____ delivering a copy to the above named resident, _____; or by
 - 2) _____ delivering a copy to _____, an adult member of the household residing in the dwelling unit; or by
 - 3) _____ sending a copy of the notice to the resident by certified or registered mail, with a return receipt from the addressee.

ADDITIONAL REMARKS:

Signature of Server

SUBSCRIBED BEFORE ME THIS

DAY OF , 20 .

NOTARY PUBLIC

DOAH-Petition

(Rev 03/09)

GRIEVANCE PETITION FROM THE CHICAGO HOUSING AUTHORITY

**IN THE CITY OF CHICAGO, ILLINOIS
DEPARTMENT OF ADMINISTRATIVE HEARINGS**

IN THE MATTER OF: _____)
_____,)
Head of Household/Grievant)
and _____) Docket #_____
The Chicago Housing Authority and/or _____)

Management Co.)
Respondent _____)

THE GRIEVANCE

Nature of Grievance: _____

Requested Relief: _____

Location Requested for Hearing:

400 W. Superior Street Satellite Office: 2006 E. 95th Street

Reasonable Accommodations Requested: No Yes If yes, please describe: _____

THE PARTIES

THE GRIEVANT

Name _____
Address _____
Development _____
Phone _____

Representative (if any) _____
Address _____
Phone _____

THE RESPONDENT (S)

Name _____
Address _____
Development _____
Phone _____

Name _____
Address _____
Development _____
Phone _____

OFFICE USE ONLY

Date of Hearing: _____ Time of Hearing: _____ Officer Assigned: _____

**IN THE CITY OF CHICAGO, ILLINOIS
DEPARTMENT OF ADMINISTRATIVE HEARINGS**

IN THE MATTER OF: _____)

_____,)

Head of Household/Grievant)
and _____) Docket # _____
The Chicago Housing Authority and/or)

Management Co.)
Respondent)

FINDINGS, DECISIONS AND ORDER

This matter coming for a Formal Hearing, pursuant to the Chicago Housing Authority Head of Household's Grievance Procedure, notice of the date, time, and location of the hearing having been given to all parties, and the Hearing Officer having considered the evidence and the arguments presented, IT IS ORDERED: Hearing Officer finds by a preponderance of the evidence and rules as follows:

1. The Grievant is a Head of Household as defined in the CHA Head of Household's Grievance Procedure.
 2. The Grievant's request for a formal hearing was made in a timely manner.
 3. This Formal Hearing is being held within the time required by the CHA Head of Household's Grievance Procedure.
- Find for the Grievant.
 Find for the CHA and/or the management company.
 The Grievant failed to appear. Enter a **default** against the Grievant and find for the CHA and/or the management company. A defaulted party shall have 21 days from the date of the default to file a petition with the Department of Administrative Hearings to set aside the default upon a showing of good cause for failure to appear.
 Motion to set-aside prior default order of _____ is granted denied.
 The case is continued to _____ for service hearing.

Reasoning:

Entered: _____
Hearing Officer Name and # _____ Date _____

This decision is binding on the parties unless the CHA's Board of Commissioners determines, within 30 calendar days, and gives written notice to the Head of Household, that the decision of the Hearing Officer is contrary to applicable Federal, State, or local law, HUD regulations or requirements of the Annual Contributions Contract between HUD and the CHA.

Either party may appeal this Order by seeking a trial *de novo* or Administrative review.